

**This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.**

**IT IS SO ORDERED.**

**Dated: January 12, 2024**



*Beth A. Buchanan*

**Beth A. Buchanan**  
**United States Bankruptcy Judge**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

In re:	:	Case No. 20-10867
	:	
MICHELLE M. BASHAM, fka	:	Chapter 13
APPEL	:	
	:	Judge Buchanan

Debtor.

MICHELLE M. BASHAM fka	:	Adversary 1:23-ap-01007
APPEL,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
ASCENDIUM EDUCATION	:	
SOLUTIONS, INC.	:	
	:	
and	:	
	:	
UNITED STATES DEPARTMENT	:	
OF EDUCATION,	:	
Defendants.	:	

**CONSENT JUDGMENT**

**WHEREAS**, on March 17, 2020, Michelle Basham (the “Plaintiff” or the “Debtor”) commenced the above-captioned bankruptcy case by filing a petition under Chapter 13 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”); and

**WHEREAS**, on February 17, 2023, the Debtor commenced the above-captioned adversary proceeding (the “Adversary Proceeding”) against the United States Department of Education by filing the Complaint to Determine Dischargeability of Student Loans, *see* Adv. Pro. ECF No. 1 (the “Complaint”); and

**WHEREAS**, on March 22, 2023, the United States Department of Education (the “Defendant” or “Education,”) filed an Answer, *see* Adv. Pro. ECF No. 5; and

**WHEREAS**, by the Complaint, the Plaintiff seeks to discharge, pursuant to 11 U.S.C. 523(a)(8), the student loan debt identified on Education’s Certificate of Indebtedness, which is attached as Exhibit A (hereinafter the “Student Loan Debt”); and

**WHEREAS**, on March 22, 2023, the Plaintiff, pursuant to the November 17, 2022, Guidance for Department Attorneys Regarding Student Loan Bankruptcy Litigation, submitted to Education an Attestation in Support of Request for Stipulation Conceding Dischargeability of Student Loans (the “Attestation”); and

**WHEREAS**, after reviewing the Attestation, Education agrees, in reliance on the information submitted in the Attestation, that the Court should discharge, pursuant to 11 U.S.C. § 523(a)(8), the Student Loan Debt; and

**WHEREAS**, Debtor and Education desire to amicably resolve the claims against Education in the Adversary Proceeding and, therefore, have agreed to enter into this Consent Judgment.

**NOW, THEREFORE**, upon consideration of the Complaint and the stipulations contained herein, as well as the consent of Debtor and Education as evidenced by the endorsement below of their counsel, it is, by the United States Bankruptcy Court for the Southern District of Ohio:

**ORDERED**, that, pursuant to 11 U.S.C. § 523(a)(8), the Student Loan Debt held by Education is hereby DISCHARGED.

IT IS SO ORDERED.

AGREED:

**FOR PLAINTIFF:**

*s/ Paul J. Minnillo per 1/8/23 email authorization*  
PAUL J. MINNILLO (0065744)  
Attorney for Plaintiff  
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-AND-

**FOR THE UNITED STATES DEPARTMENT OF EDUCATION:**

KENNETH L. PARKER  
United States Attorney

s/ Jade K. Smarda  
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s/ Brandi M. Stewart  
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*Counsel for Defendant Educational Credit Management Corporation*

Exhibit A

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

Michelle M. Basham  
Aka: Michelle M. Appel  
Case No. 23-01007  
SSN: xxx-xx-4739

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below as of 11/30/23:

The borrower executed the following notes on:

09/13/10: Master Promissory Note William D. Ford Federal Direct Loan

09/25/09: Master Promissory Note Federal Stafford Loan FFELP

**DIRECT STAFFORD LOANS**

<u>Disbursement Date</u>	<u>Amount</u>	<u>Capitalized Int.</u>	<u>Interest rate</u>	<u>Current Int.</u>	<u>Current Prin.</u>
07/25/13-11/26/13	\$ 6,000.00	\$1,154.89	3.86%	\$399.01	\$ 7,154.89
07/25/13-11/26/13	\$ 3,500.00	\$ 557.15	3.86%	\$226.40	\$ 4,057.15
04/26/11-10/20/11	\$ 4,000.00	\$2,047.01	6.80%	\$637.26	\$ 6,047.01
04/26/11-10/20/11	\$ 3,548.00	\$ 787.64	4.50%	\$307.52	\$ 4,335.64
10/18/10-01/04/11	\$ 2,286.00	\$1,284.13	6.80%	\$376.22	\$ 3,570.13
09/15/10-01/04/11	\$ 4,500.00	\$ 999.07	4.50%	\$390.09	\$ 5,499.07
09/15/10-01/04/11	\$ 3,714.00	\$2,110.21	6.80%	\$613.78	\$ 5,824.21

Grand Total (C. Interest + C. Principal): \$39,438.38

The Direct loans were made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685).

**FFEL LOANS**

<u>Disbursement Date</u>	<u>Amount</u>	<u>Capitalized Int.</u>	<u>Interest rate</u>	<u>Current Int.</u>	<u>Current Prin.</u>
02/08/10-03/26/10	\$ 2,430.00	\$ 1,592.87	6.80%	\$ 423.37	\$ 4,022.87
10/14-09-03/26/10	\$ 3,570.00	\$ 2,388.38	6.80%	\$ 627.03	\$ 5,958.38
10/14-09-03/26/10	\$ 3,500.00	\$ 967.16	5.60%	\$ 392.32	\$ 4,467.16

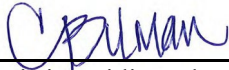
Grand Total (C. Interest + C. Principal): \$15,891.13

The FFEL loans were reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682).

The borrower now owes the unpaid principal of \$50,936.51 and unpaid accrued interest of \$4,393.00, totaling \$55,329.51 as of 11/30/23. Records show that \$0.00 in payments has been credited to the account. Interest accrues on the principal at the rate of \$7.81 a day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: **November 30, 2023**

  
\_\_\_\_\_  
Cristin Caitlin Bulman  
Loan Analyst  
Litigation Support